to sell liquors shall pay all damages that individuals may sustain in consequence of such traffic, an action was brought by a wife against a saloonkeeper, for having induced habitual drunkenness in a previously sober and industrious husband. The defendant had retired from the business several months previous to the bringing of the action. *Held,* that the defendant was liable for the husband's consequent dissipated career, although he had ceased to furnish the husband with liquors.

The weight of authority is against this view because of the remoteness of the cause. Damages are recoverable only where the injury is caused proximately by the sale. *Barks v. Woodruff,* 12 Ill. App. 96. The continuance of the habit should not be considered a natural and proximate consequence. Although the injury—failure to support—results from a general besotted condition rather than from any single intoxication, yet those who have in the past contributed to the condition cannot, we believe, justly be held liable along with those causing the present continuing condition.

INTOXICATING LIQUORS—DELIVERY BY COMMON CARRIER, C. O. D.—NECESSITY FOR LICENSE.—U. S. v. ADAMS EXPRESS CO., 119 FED. 240.—A common carrier having delivered a quantity of liquor in Iowa and having collected the price of the same for an Illinois vendor, was indicted for selling without a license in Iowa. *Held,* there had been no sale in Iowa.

The courts are in conflict on this point, the difference of opinion being upon the question as to when the title passes from the vendor. In *State v. O'Neil,* 58 Vt. 140, such a sale, C. O. D., was regarded as one upon condition subsequent, the title passing only upon payment to the carrier as agent of the vendor. This decision was reaffirmed by the Supreme Court, three justices dissenting, in *O'Neil v. Vermont,* 144 U. S. 323. The majority of decisions support this view, and under it, the carrier's liability seems unquestioned. See *U. S. v. Shriner,* 23 Fed. 134, and 12 *Yale Law Jour.* 165. The opposite view, held in the present case, viz.: that the title passed when the carrier received the goods, is sanctioned by the American note in *Benj. on Sales,* book ii, chap. iii. But it appears that unless the goods are sent C. O. D. the carrier ought in no case to be liable, for an unconditional delivery to a carrier passes the title to the vendee. *Stanton v. Eager,* 16 Pick. 467; *Whiting v. Farrand,* 1 Conn. 60.

LIBEL—NEWSPAPER CORPORATION—MALICE OF REPORTER—PUNITIVE DAMAGES.—GIFFORD V. PRESS PUB. CO., 79 N. Y. SUPP. 767.—*Held,* that in a libel suit against a newspaper corporation, evidence of the express malice of a reporter is admissible for the purpose of recovering punitive damages. Ingraham, J., *dissenting.*

There is no authority on either side of this question in New York, and but little elsewhere. Exemplary damages on account of the express malice of its agents have frequently been allowed against railway corporations, however. *Ry. Co. v. Prentice,* 147 U. S. 101; *Elliott, Pri. Corp.,* p. 235, note 4; *Sedg., Dam.* sec. 377, note (d). But the analogy should not be extended to libel suits. *Samuel v. Evening Mail Ass'n,* 9 Hun. 294. It has been said that the granting of punitive damages is an anomaly in a purely civil suit and should never be allowed except for an actual wrong, and that therefore a corporation which was guilty of no fault in the selection of its agents should not be held; *Mor., Pri. Corp.* sec. 728; and this result, at least in the